

State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Tommy G. Thompson, Governor
George E. Meyer, Secretary

Appleton Field Station
Agricultural Services Center
3369 W. Brewster Street
Appleton, Wisconsin 54914-1602
Telephone 920-832-1803
FAX 920-832-1800

August 8, 2000

Mr. Dennis Elworth
324 E. Hancock Street
Appleton, WI 54911

Subject: Case Closure with a Groundwater Use Restriction and Municipal Notification of Residual Contamination in a Public Right of Way, Badger Station Charcoal House, 1025 N. Badger Avenue, Appleton, Wisconsin, WDNR BRRTS ID# 03-45-113034

Dear Mr. Elworth:

On June 16, 1999, the above-named site was reviewed by the Northeast Region Closure Committee for a determination as to whether or not the case qualified for closeout under ch. NR 726, Wis. Adm. Code. The committee agreed that this case could be closed pending the filing of a groundwater use restriction with the deed running with the property and notification to the appropriate municipal departments of residual contamination in a public right of way.

We have received a copy of the completed groundwater use restriction for this site and proof of filing with the Outagamie County Register of Deeds. We have also received documentation of the abandonment of all site monitoring points and municipal notification of residual contamination in the public right of ways. Based on the investigative and remedial documentation provided to the Department and the filing of the groundwater use restriction, it appears that the petroleum contamination at the above-named site has been remediated to the extent practicable under current site conditions. Therefore, closure of this site has been granted and no further action is necessary at this time. In the future, this deed restriction may be amended with approval from the Department if conditions change at the site and the residual contamination has been remediated.

If you have any additional relevant information which was not formerly provided to the Department, you should submit this information to the Department for evaluation. If you have any questions regarding this determination, please contact me at (920) 832-1803.

Sincerely,

Jennifer Huffman, P.G.
Hydrogeologist
Remediation and Redevelopment Program

cc: Don Brittnacher - OMNNI Associates, One Systems Drive, Appleton, WI 54914

be: Steven Krause - 15 Park Place, Suite 500, Appleton, WI 54914-8257

1276466

DOCUMENT NO.

STATE BAR OF WISCONSIN FORM 11 - 1982
LAND CONTRACT
 Individual and Corporate
 (TO BE USED FOR ALL TRANSACTIONS WHERE OVER
 \$25,000 IS FINANCED AND IN OTHER NON-CONSUMER
 ACT TRANSACTIONS)

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

Contract, by and between Badger Charcoal House of Appleton, Inc.

(Vendor).

whether one or more) and Joseph F. Sadlon and Margaret M. Sadlon, husband and wife, as survivorship marital property ("Purchaser", whether one or more).

Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of this contract by Purchaser, the following property, together with the rents, profits, fixtures and other appurtenant interests (all called the "Property"), in Outagamie County, State of Wisconsin:

All of Lots Eleven (11), Twelve (12), and Thirteen (13), in Block One (1), J.H. & O.G. HEGNER & L. DOERFLER SUBDIVISION, City of Appleton, Outagamie County, Wisconsin.

This land contract is also secured by a Selective Business Security Agreement of even date herewith from Purchasers to Vendors. A default under the terms and provisions of such Selective Business Security Agreement shall be a default under the terms of this Land Contract and vice versa.

If Purchaser is unable to obtain bank financing before the maturity date of this Land Contract due to contamination remaining on the Property, Vendor agrees to extend the term of the land contract for not longer than six (6) months following the date of closure documentation from the Wisconsin Department of Natural Resources. Such closure documentation shall include, but not be limited to, DNR concurrence with remediation by natural attenuation.

Purchaser shall not make any permanent changes or modifications to the property without the written approval of the Vendor. Said approval shall not be unreasonably withheld.

This is not homestead property.
 (is) (is not)

Purchaser agrees to purchase the Property and to pay to Vendor Xxx wherever it directs the sum of \$150,000.00 in the following manner: (a) \$ 22,500.00

at the execution of this Contract; and (b) the balance of \$ 127,500.00, together with interest from date hereof on the balance outstanding from time to time at the rate of nine (9) percent per annum until paid in full, as follows: Monthly installments of principal and interest of \$1,069.98 commencing the 15th day of July, 1998, and on the same day of each month thereafter

TRANSFER
\$ 450⁰⁰
 FEE

Provided, however, the entire outstanding balance shall be paid in full on or before the 15th day of June, 2001.
XxxxxxXXXXXxxxxXX

Following any default in payment, interest shall accrue at the rate of 12 % per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

Purchaser, unless excused by Vendor, agrees to pay monthly to Vendor amounts sufficient to pay reasonably anticipated annual taxes, special assessments, fire and required insurance premiums when due. To the extent received by Vendor, Vendor agrees to apply payments to these obligations when due. Such amounts received by the Vendor for payment of taxes, assessments and insurance will be deposited into an escrow fund or trustee account, but shall not bear interest unless otherwise required by law.

Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal. Any amount may be prepaid without premium or fee upon principal at any time after the date hereof. XxxxxxXXXXXxxxxXX

In the event of any prepayment, this contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal, and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as first specified above; provided that monthly payments shall be continued in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded herefrom.

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination except a mortgage from Vendor to F & M Bank - Appleton in the originally stated amount of \$109,000 dated 11/16/93 and recorded 11/18/93, in Jacket 14946, Image 12, as Document No. 1103076, which mortgage Vendor shall satisfy at or prior to the satisfaction of this land contract.

Purchaser agrees to pay the cost of future title evidence. If title evidence is in the form of an abstract, it shall be retained by Vendor until the full purchase price is paid.

Purchaser shall be entitled to take possession of the Property on the date hereof. Xxxx

* Cross Out One

Purchaser promises to pay when due all taxes and assessments levied on the Property or upon Vendor's interest in it and to deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the sum of ~~the full replacement value~~ ~~the original~~ ~~value~~ ~~of the property~~ ~~and~~ ~~any~~ ~~deed~~ ~~restrictions~~ ~~that may be a condition for DNR "closure" of environmental issues~~. ~~such~~ ~~other~~ ~~coverage~~ ~~as~~ ~~Vendor~~ ~~may~~ ~~require~~.

Purchaser covenants not to commit waste nor allow waste to be committed on the Property, to keep the Property in good tenable condition and repair, to keep the Property free from liens superior to the lien of this Contract, and to comply with all laws, ordinances and regulations affecting the Property.

Vendor agrees that in case the purchase price with interest and other moneys shall be fully paid and all conditions shall be fully performed at the times and in the manner above specified, Vendor will on demand, execute and deliver to the Purchaser, a Warranty Deed, in fee simple, of the Property, free and clear of all liens and encumbrances, except any liens or encumbrances created by the act or default of Purchaser, and except ~~and subject to easements, restrictions and covenants of record, and any deed restrictions~~ ~~that may be a condition for DNR "closure" of environmental issues~~.

Purchaser agrees that time is of the essence and (a) in the event of a default in the payment of any principal or interest which continues for a period of 30 days following the specified due date or (b) in the event of default in performance of any other obligation of Purchaser which continues for a period of 30 days following written notice thereof by Vendor (delivered personally or mailed by certified mail), then the entire outstanding balance under this contract shall become immediately due and payable in full, at Vendor's option and without notice (which Purchaser hereby waives), and Vendor shall also have the following rights and remedies (subject to any limitations provided by law) in addition to those provided by law or in equity: (i) Vendor may, at his option, terminate this Contract and Purchaser's rights, title and interest in the Property and recover the Property back through strict foreclosure with any equity of redemption to be conditioned upon Purchaser's full payment of the entire outstanding balance, with interest thereon from the date of default at the rate in effect on such date and other amounts due hereunder (in which event all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property if Purchaser fails to redeem); or (ii) Vendor may sue for specific performance of this Contract to compel immediate and full payment on the entire outstanding balance, with interest thereon at the rate in effect on the date of default and other amounts due hereunder, in which event the Property shall be auctioned at judicial sale and Purchaser shall be liable for any deficiency; or (iii) Vendor may sue at law for the entire unpaid purchase price or any portion thereof; or (iv) Vendor may declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; and (v) Vendor may have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits during the pendency of any action under (i), (ii) or (iv) above. Notwithstanding any oral or written statements or actions of Vendor, an election of any of the foregoing remedies shall only be binding upon Vendor if and when pursued in litigation and all costs and expenses including reasonable attorneys fees of Vendor incurred to enforce any remedy hereunder (whether abated or not) to the extent not prohibited by law and expenses of title evidence shall be added to principal and paid by Purchaser, as incurred, and shall be included in any judgment.

Upon the commencement or during the pendency of any action of foreclosure of this Contract, Purchaser consents to the appointment to a receiver of the Property, including homestead interest, to collect the rents, issues, and profits of the Property during the pendency of such action and such rents, issues, and profits when so collected shall be held and applied as the court shall direct.

Purchaser shall not transfer, sell or convey any legal or equitable interest in the Property (by assignment of any of Purchaser's rights under this Contract or by option, long-term lease or in any other way) without the prior written consent of Vendor unless either the outstanding balance payable under this Contract is first paid in full or the interest conveyed is a pledge or assignment of Purchaser's interest under this Contract solely as security for an indebtedness of Purchaser. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full, at Vendor's option without notice.

Vendor shall make all payments when due under any mortgage outstanding against the Property on the date of this Contract (except for any mortgage granted by Purchaser) or under any note secured thereby, provided Purchaser makes timely payment of the amount then due under this Contract. Purchaser may make such payments directly to the Mortgagor if Vendor fails to do so and all payments so made by Purchaser shall be considered payments made on this Contract.

Vendor may waive any default without waiving other subsequent or prior default of Purchaser.

All terms of this Contract shall be binding upon and inure to the benefits of the heirs, legal representatives, successors and assigns of Vendor and Purchaser. (If not an owner of the property the spouse of Vendor for a valuable consideration joins herein to release homestead rights in the subject Property and agrees to join in the execution of the deed to be made in fulfillment hereof.)

Dated this 15th day of June, 19 98

BADGER CHARCOAL HOUSE OF APPLETON, INC.

By: Dennis J. Elworth (SEAL)
• Dennis J. Elworth, President
By: Emese Elworth (SEAL)
• Emese Elworth, Secretary

Joseph F. Sadlon (SEAL)
• Joseph F. Sadlon
Margaret M. Sadlon (SEAL)
• Margaret M. Sadlon

AUTHENTICATION

Signature(s) of Dennis J. Elworth and
Emese Elworth
authenticated this 15th day of June, 19 98
Steven P. Krause
• Steven P. Krause
TITLE MEMBER STATE BAR OF WISCONSIN
(if not,
authorized by #70606, Wis. State)

THIS INSTRUMENT WAS DRAFTED BY
Attorney Steven P. Krause

(Signatures may be authenticated or acknowledged. Both are not necessary.)

* Names of persons signing in any capacity should be typed or printed below their signatures.

ACKNOWLEDGMENT

State of Wisconsin, ss
Outagamie County 15th
Personally came before me this 15th day of June, 19 98, the above named
Joseph F. Sadlon and
Margaret M. Sadlon

to me known to be the person(s) who executed the foregoing
instrument and acknowledge the same.
Steven P. Krause
Notary Public, Outagamie County, Wis.
My commission is permanent. (If not, state expiration date
19)

Declaration of Restrictions

In Re: All of Lot Twelve (12) in Block One (1), J.H. & O.G.
HEGNER & L. DOERFLER SUBDIVISION, City of
Appleton, Outagamie County, Wisconsin.

STATE OF WISCONSIN)
COUNTY OF OUTAGAMIE)

WHEREAS, Badger Charcoal House of Appleton, Inc., is the owner of the above-described property.

WHEREAS, one or more petroleum discharges have occurred on this property. Benzene contaminated groundwater above ch. NR 140, Wis. Adm. Code, enforcement standards existed on this property at the following location(s) on the following date(s): at the Sump on July 7, 1998 with 34 micrograms per liter (ug/l). The location of monitoring wells and borings are attached and made part of this restriction.

WHEREAS, it is the desire and intention of the property owner to impose on the property restrictions which will make it unnecessary to conduct further groundwater or soil remediation activities on the property at the present time.

WHEREAS, natural attenuation has been approved by the Department of Natural Resources to remediate groundwater contamination exceeding ch. NR 140, Wis. Adm. Code, groundwater standards within the boundaries of this property.

WHEREAS, construction of wells where the water quality does not comply with drinking water standards in ch. NR 809, Wis. Adm. Code, is restricted by chs. NR 811 and NR 812, Wis. Adm. Code. Special well construction standards or water treatment requirements, or both, or well construction prohibitions may apply.

NOW THEREFORE, the owner hereby declares that all of the property described above is held and shall be held, conveyed or encumbered, leased, rented, used, occupied and improved subject to the following limitation and restrictions:

Anyone who proposes to construct or reconstruct a well on this property is required to contact the Department of Natural Resources' Bureau of Drinking Water and Groundwater, or its successor agency, to determine what specific requirements are applicable, prior to constructing or reconstructing a well on this property. No well may be constructed on this property unless applicable requirements are met.

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

JUL 28 2000

AT | O'CLOCK ~~A.M.~~ P.M.
JANICE FLENNZ
REGISTER OF DEEDS

Recording Area

Names and Return Addresses

- 1) Atty. Steve Krause, 15 Park Place,
Suite 500, Appleton, WI 54915

Parcel Identification Number (PIN)

CIVIL

This restriction is hereby declared to be a covenant running with the land and shall be fully binding upon all persons acquiring the above-described property whether by descent, devise, purchase or otherwise. This restriction benefits and is enforceable by the Wisconsin Department of Natural Resources, its successors or assigns. The Department, its successors or assigns, may initiate proceedings at law or in equity against any person or persons who violate or are proposing to violate this covenant, to prevent the proposed violation or to recover damages for such violation.

Any person who is or becomes owner of the property described above may request that the Wisconsin Department of Natural Resources or its successor issue a determination that one or more of the restrictions set forth in this covenant is no longer required. Upon the receipt of such a request, the Wisconsin Department of Natural Resources shall determine whether or not the restrictions contained herein can be extinguished. If the Department determines that the restrictions can be extinguished, an affidavit, attached to a copy of the Department's written determination, may be recorded to give notice that this deed restriction, or portions of this deed restriction, are no longer binding.

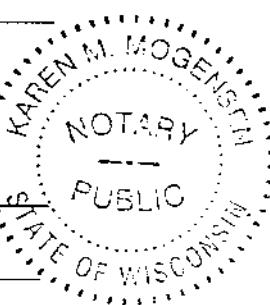
By signing this document, DENNIS J. EWORTH asserts that he/she is duly authorized to sign this document on behalf of Badger Charcoal House.

IN WITNESS WHEREOF, the owner of the property has executed this Declaration of Restrictions, this 28 day of July, 2000

Signature: Dennis J. Elworth
 Printed Name: DENNIS J. ELWORTHY
 Title: PRESIDENT

Subscribed and sworn to before me
 this 28th day of July, 2000

Karen M. Mogensen
 Notary Public, State of WISCONSIN
 My commission April 04, 2024



Signature: _____
 Printed Name: _____

Signature: _____
 Printed Name: _____

Subscribed and sworn to before me
 this _____ day of _____, 19____

Subscribed and sworn to before me
 This _____ day of _____, 19____

Notary Public, State of _____
 My commission _____

Notary Public, State of _____
 My commission _____

This document was drafted by the Wisconsin Department of Natural Resources based on information provided by OMNNI Associates and Badger Charcoal House.

LEGEND:

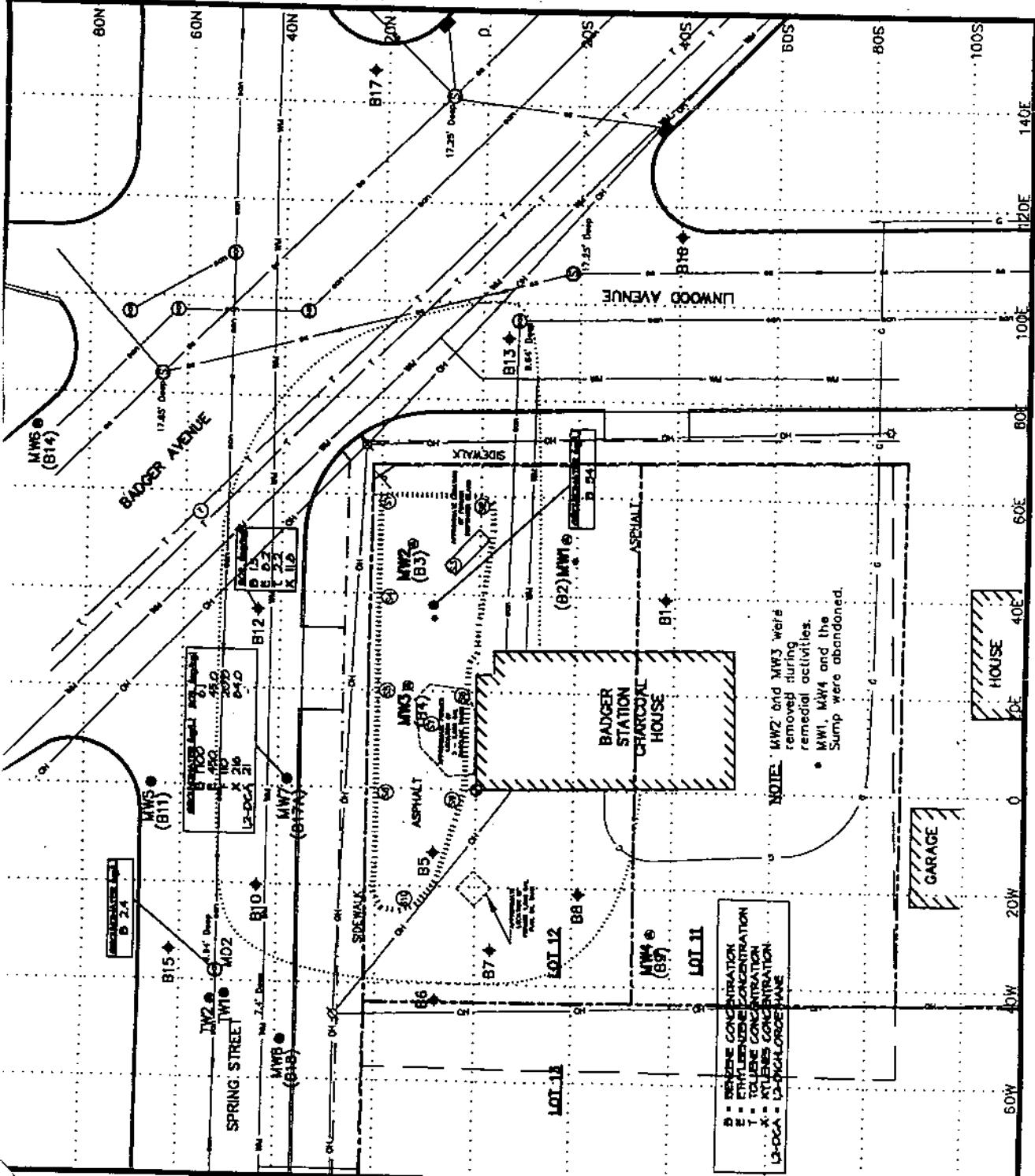
MW1 ● Well Location and I.D. No.
 TW1 ● Temporary Well Location and I.D.
 ● Abandoned Sump Location
 MD2 Manhole Monitoring Device Location
 B1♦ Soil Boring Location and I.D. No.
 S5 Soil Sample Location and I.D. No.

SITE DETAIL MAP

BADGER STATION CHARCOAL HOUSE
1025 N. BADGER AVE.
APPLETON, WISCONSIN 54914

OMNI
ASSOCIATES

PROJECT MANAGER:	PROJECT NO.:	M1324B
PROJECT ENGINEER:	CAO FILE NO.:	M1322A
DRAWN BY:	DRAW SCALE:	1" = 20'
REVIEWED BY:	DATE:	10/4/95



KRAUSE, METZ & SNYDER

Attorneys at Law

Steven P. Krause
Scott D. Metz
James W. Snyder

15 PARK PLACE, SUITE 500
APPLETON, WI 54914-8250

Telephone (920) 739-5665
Fax (920) 739-2927

August 2, 2000

RECEIVED
MS. CINDI HESSE
CITY CLERK
CITY OF APPLETON
100 NORTH APPLETON STREET
APPLETON, WI 54911-4799
AUG 4 2000
WDNR
NER - APPLETON

Ms. Cindi Hesse
City Clerk
City of Appleton
100 North Appleton Street
Appleton, WI 54911-4799

Ms. Paula Vandehey
Director of Department of Public Works
City of Appleton
100 North Appleton Street
Appleton, WI 54911-4799

RE: NOTICE OF GROUNDWATER CONTAMINATION
NOTICE OF SOIL CONTAMINATION
Badger Avenue, Linwood Avenue, and Spring Street

Dear Ms. Hesse and Ms. Vandehey:

I am the attorney for Badger Charcoal House of Appleton, Inc., ("Badger Charcoal House"), a Wisconsin corporation, the owners of which are Dennis J. Elworth and Emese Elworth, husband and wife. Badger Charcoal House is the owner of property commonly known as 1025 North Badger Avenue, City of Appleton, Outagamie County, Wisconsin, also known as Tax Key No. 31-5-2090-00-0 and legally described as follows:

All of Lots Eleven (11), Twelve (12), and Thirteen (13), in Block One (1), J.H. & O.G. HEGNER & L. DOERFLER SUBDIVISION, City of Appleton, Outagamie County, Wisconsin.

Enclosed is a copy of July 13, 2000 correspondence from the Department of Natural Resources to Dennis Elworth relative to certain "case closure" requirements relating to WDNR BRRTS ID# 03-45-113034. Your attention is specifically directed to paragraphs 2 and 3 of such DNR correspondence. This correspondence is intended as the required written notification to the City of Appleton that:

Ms. Cindi Hesse
Ms. Paula Vandehey
Page Two
August 2, 2000

1. Residual groundwater contamination with concentrations greater than the ch. NR 140, Wis. Adm. Code, enforcement standard is present in portions of Badger Avenue, Linwood Avenue, and Spring Street, or the right-of-ways of such streets. Attached to this correspondence is a Site Detail Map prepared by OMNNI Associates showing the location, degree, extent, and concentrations of contamination in such streets or the right-of-ways of such streets; and
2. Residual soil contamination with concentrations greater than NR 720, Wis. Adm. Code, RCLs is present in portions of Badger Avenue, Linwood Avenue, and Spring Street, or the right-of-ways of such streets. Attached to this correspondence is a Site Detail Map prepared by OMNNI Associates showing the location, degree, extent, and concentrations of such contamination. With respect to such soil contamination, you are informed that:
 - a. The WDNR must be immediately notified when contaminated soil is encountered.
 - b. Precautions may need to be taken when excavating or exposing the contaminated soil.
 - c. Any contaminated soil that is excavated must be properly handled, characterized, treated and disposed of in accordance with applicable laws.
 - d. It is recommended that you record the location of soil and groundwater contamination on the City Street Index or Master Plan.

Sincerely,

KRAUSE, METZ & SNYDER

Steven P. Krause

SPK/jm

cc: Badger Charcoal House of Appleton, Inc.
State of Wisconsin/Department of Natural Resources
Attention: Jennifer Huffman
OMNNI Associates
Attention: Don Brittnacher

לעון עיתון מודע

- 5 -

- | | |
|------------|--------------------------------------|
| MHM | Well Location and I.D. No. |
| TWI | Temporary Well Location and I.D. No. |
| | Abandoned Sump Location |
| MD2 | Manhole Monitoring Device Location |
| B1 | Boring Location and I.D. No. |
| S5 | Soil Sample Location and I.D. No. |

- Property Lines

..... Remedial Excavation
..... Estimated Extent of Contamination
..... Former Tank Location

||||| Building Face

— Edge of Road

— Edge of Asphalt

— Edge of Concrete Pavement

— Business Sign

— Sanitary Sewer and Manhole

WV — Water Main and Valve

tx — Light Pole

Ø — Utility Pole

— OH — Overhead Electric

— T — Telephone Cable and Manhole

— S — Storm Sewer and Manhole

— SI — Storm Inlet

— GL — Gas Line

♦ — Reference Point

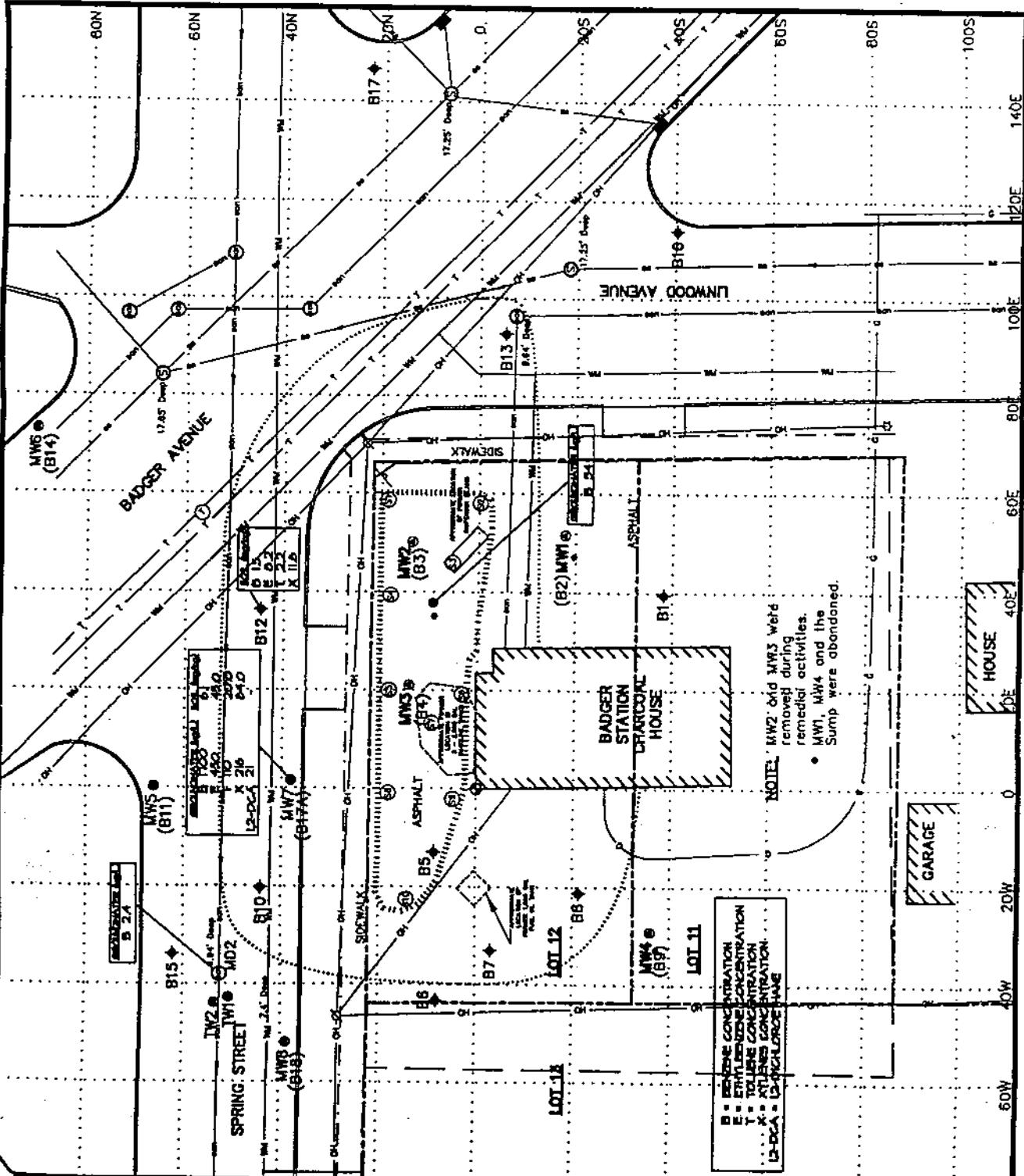
20N — Grid Line (20' Interval)

EXHIBIT
SITE DETAIL MAP

BADGER STATION CHARCOAL HOUSE
1025 N. BADGER AVE.
APPLETON, WISCONSIN 54914

OMNI
ASSOCIATES

PROJECT MANAGER	PROJECT NO.	H1522A9
PROJECT ENGINEER:	CAD FILE NO.	H1522A3
DRAMA BY:	SCALE:	1" = 20'
REVIEWED BY:	DATUM:	10/14/20



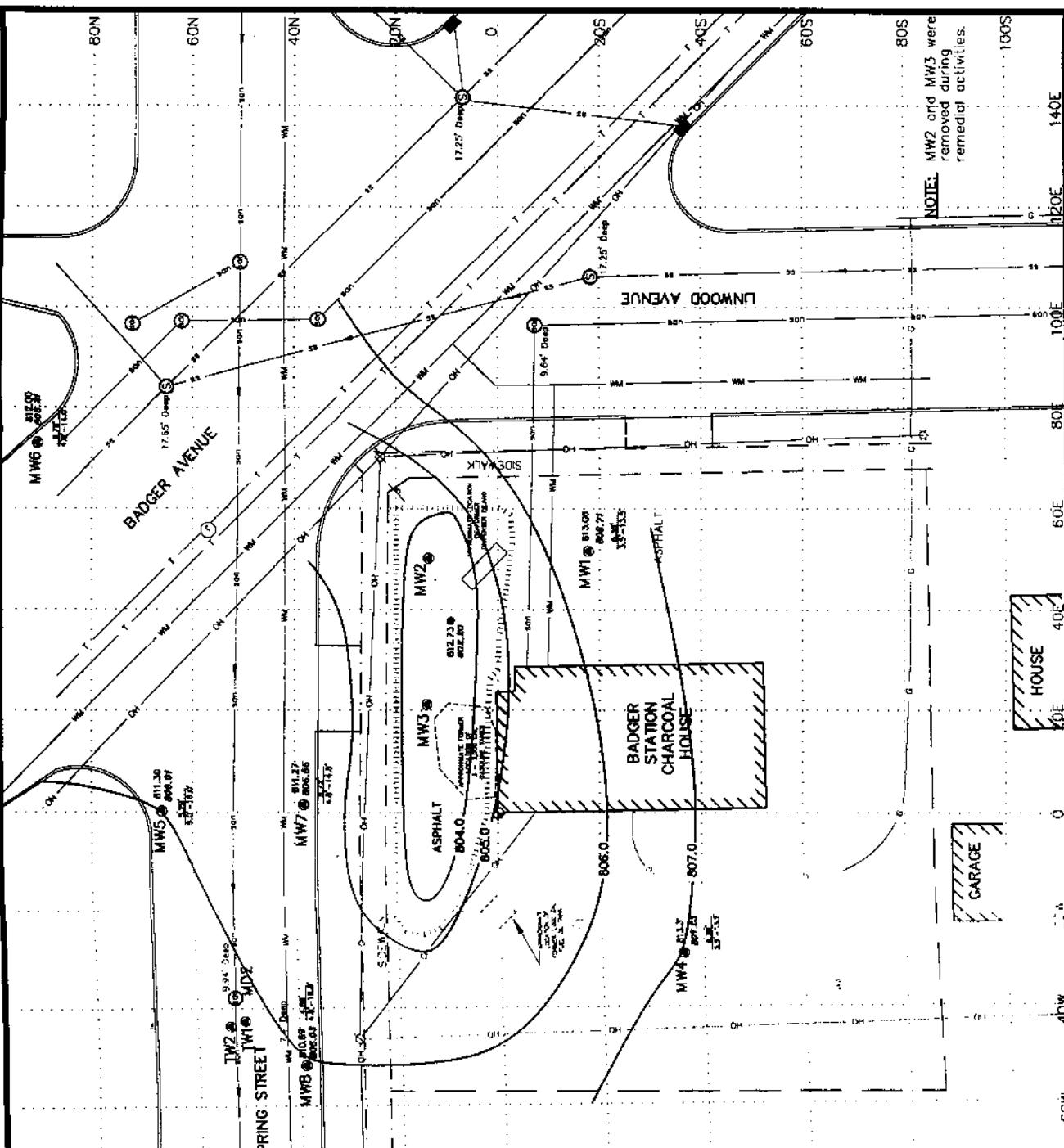
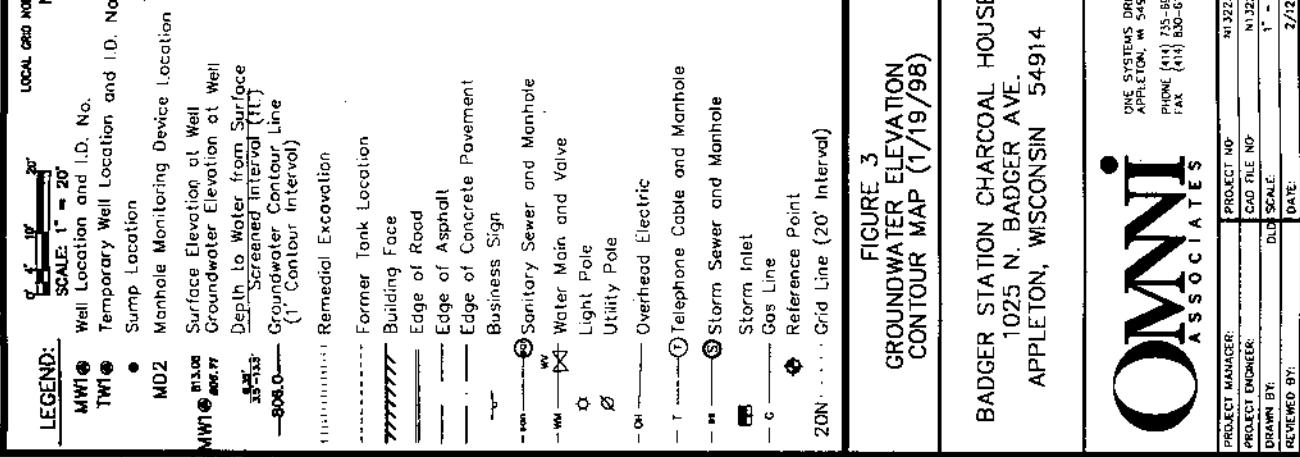


FIGURE 3
GROUNDWATER ELEVATION
CONTOUR MAP (1/19/98)

BADGER STATION CHARCOAL HOUSE
1025 N. BADGER AVE.
APPLETON, WISCONSIN 54914

OMNI
ASSOCIATES

PROJECT NO. N1322
DRAWN BY: DRAFTS
SCALE: 1" -
PHONE (414) 715-BEAT
FAX (414) 830-6144
DATE: 2/2/98

BADGER STATION

TABLE 1
SUMMARY OF LABORATORY ANALYSIS
GROUNDWATER SAMPLES - HISTORICAL

Page 1 of 8

PARAMETER ($\mu\text{g/L}$)	ES	PAL	TW1	MW1			
SAMPLE DATE	-	-	7/8/97	2/1/97	\$27/97	11/11/97	1/19/98
GASOLINE RANGE ORGANICS	-	-	NA	ND	NA	NA	NA
DIESEL RANGE ORGANICS	-	-	NA	NA	NA	NA	NA
DISSOLVED LEAD	1.5	1.5	NA	ND	NA	NA	NA
DETECTED VOCs							
BENZENE	5	0.5	1.7	ND	ND	ND	ND
sec-BUTYLBENZENE	-	-	NA	ND	NA	NA	NA
tert-BUTYLBENZENE	-	-	NA	ND	NA	NA	NA
1,4-DICHLOROBENZENE	75	15	NA	ND	NA	NA	NA
1,2-DICHLOROETHANE	5	0.5	NA	ND	NA	NA	NA
ETHYLBENZENE	700	140	0.36	ND	ND	ND	ND
ISOPROPYLBENZENE	-	-	NA	ND	NA	NA	NA
p-ISOPROPYL TOLUENE	-	-	NA	ND	NA	NA	NA
MTBE	60	12	ND	ND	NS	ND	ND
NAPHTHALENE	40	8	NA	ND	NA	NA	NA
n-PROPYLBENZENE	-	-	NA	ND	NA	NA	NA
TOLUENE	343	68.6	4.4	ND	ND	ND	ND
1,2,4-TRIMETHYLBENZENE	-	-	0.41	ND	ND	ND	ND
1,3,5-TRIMETHYLBENZENE	-	-	ND	ND	NS	ND	ND
m,p-XYLENE	620	124	ND	ND	NS	ND	ND
o-XYLENE	(combined)	(combined)	0.23	ND	ND	ND	ND

ES = enforcement standard

PAL = preventive action limit

ND = not detected

NA = not analyzed

NS = not sampled



= sample concentrations detected above the preventive action limit
 = sample concentrations detected above the enforcement standard

▲ Excavation

TABLE I

SUMMARY OF LABORATORY ANALYSIS
GROUNDWATER SAMPLES - HISTORICAL

PARAMETER (µg/L)	ES	PAL	MW2	MW3
SAMPLE DATE	-	-	2/1/97	5/27/97
GASOLINE RANGE ORGANICS	-	-	1200	NA
DIESEL RANGE ORGANICS	-	-	NA	NA
DISSOLVED LEAD	15	1.5	ND	NA
DETECTED VOCs				
BENZENE	5	0.5	97	410
sec-BUTYLBENZENE	-	-	0.3	NA
tert-BUTYLBENZENE	-	-	ND	NA
1,4-DICHLOROBENZENE	75	15	1.2	NA
1,2-DICHLOROETHANE	5	0.5	85	50
ETHYLBENZENE	700	140	36	57
ISOPROPYLBENZENE	-	-	1.8	NA
p-ISOPROPYL TOLUENE	-	-	2.6	NA
MTBE	60	12	ND	ND
NAPHTHALENE	40	8	3.3	NA
n-PROPYLBENZENE	-	-	0.9	NA
TOLUENE	343	68.6	83	110
1,2,4-TRIMETHYLBENZENE	-	-	31	52
1,3,5-TRIMETHYLBENZENE	-	-	27	54
m,p-XYLENE	620	124 (combined)	150 83	110 38
o-XYLENE	-	-	53	60

ES = enforcement standard
PAL = preventive action limit

ND = not detected

NA = not analyzed

NS = not sampled

= sample code

= sample code

תְּלִימָדָה בְּבֵית-הַמִּזְבֵּחַ וְבְבֵית-הַמִּזְבֵּחַ

ENVIRONMENTAL POLICY

TABLE 1
SUMMARY OF LABORATORY ANALYSIS
GROUNDWATER SAMPLES - HISTORICAL

Page 3 of 8

PARAMETER (µg/L)	ES	PAL	MW4
SAMPLE DATE	-	-	2/11/97 5/27/97 11/11/97 1/19/98 4/14/98 7/7/98
GASOLINE RANGE ORGANICS	-	ND	NA NS NA NA NA NS NS
DIESEL RANGE ORGANICS	-	150	NA NS NA NA NA NS NS
DISSOLVED LEAD	15	1.5	ND NA NS NA NA NS NS
DETECTED VOCs			
BENZENE	5	0.5	ND NS ND ND ND NS NS
sec-BUTYLBENZENE	-	-	ND NA NS NA NA NS NS
tert-BUTYLBENZENE	-	-	ND NA NS NA NA NS NS
1,4-DICHLOROBENZENE	75	1.5	ND NA NS NA NA NS NS
1,2-DICHLOROETHANE	5	0.5	ND NA NS NA NA NS NS
ETHYLBENZENE	700	140	0.2 ND NS ND ND NS NS
ISOPROPYLBENZENE	-	-	ND NA NS NA NA NS NS
p-ISOPROPYLTOLEUENE	-	-	ND NA NS NA NA NS NS
MTBE	60	12	ND ND NS ND ND NS NS
NAPHTHALENE	40	8	ND NA NS NA NA NS NS
n-PROPYLBENZENE	-	-	ND NA NS NA NA NS NS
TOLUENE	343	68.6	ND ND NS ND ND NS NS
1,2,4-TRIMETHYLBENZENE	-	-	ND ND NS ND ND NS NS
1,3,5-TRIMETHYLBENZENE	-	-	ND ND NS ND ND NS NS
m,p-XYLENE	620	124	ND NS ND ND NS NS
o-XYLENE	(combined)	0.4	ND NS ND ND NS NS

ES = enforcement standard
PAL = preventive action limit
ND = not detected
NA = not analyzed
NS = not sampled

↓
Excavation

TABLE 1
SUMMARY OF LABORATORY ANALYSIS
GROUNDWATER SAMPLES - HISTORICAL

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PARAMETER (ug/L)	ES	PAL	MWS			
			3/12/97	5/27/97	11/1/97	1/19/98
SAMPLE DATE	-	-	ND	NS	NA	NA
GASOLINE RANGE ORGANICS	-	-	NA	NS	NA	NA
DIESEL RANGE ORGANICS	-	-	NA	NS	NA	NA
DISSOLVED LEAD	15	1.5	ND	NS	NA	NA
DETECTED VOCs						
BENZENE	5	0.5	ND	NS	ND	ND
sec-BUTYLBENZENE	-	-	ND	NS	NA	NS
tert-BUTYLBENZENE	-	-	ND	NS	NA	NA
1,4-DICHLOROBENZENE	75	15	ND	NS	NA	NA
1,2-DICHLOROETHANE	5	0.5	ND	NS	NA	NA
ETHYL BENZENE	700	140	0.3	NS	ND	ND
ISOPROPYL BENZENE	-	-	ND	NS	NA	NA
p-ISOPROPYL TOLUENE	-	-	ND	NS	NA	NA
MTBE	60	12	0.7	NS	ND	ND
NAPHTHALENE	40	8	ND	NS	NA	NA
n-PROPYLBENZENE	-	-	ND	NS	NA	NA
TOLUENE	343	68.6	ND	NS	ND	ND
1,2,4-TRIMETHYLBENZENE	-	-	ND	NS	ND	ND
1,3,5-TRIMETHYLBENZENE	-	-	0.5	NS	ND	ND
m,p-XYLENE	620	124	ND	NS	ND	ND
o-XYLENE	(combined)	0.4	NS	NS	ND	ND

Excavation

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TABLE 1
SUMMARY OF LABORATORY ANALYSIS
GROUNDWATER SAMPLES - HISTORICAL

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PARAMETER ($\mu\text{g/L}$)	ES	PAL				MW6
SAMPLE DATE	-	-	3/12/97	5/27/97	1/1/98	4/14/98
GASOLINE RANGE ORGANICS	-	-	ND	NS	NA	NA
DIESEL RANGE ORGANICS	-	-	NA	NS	NA	NA
DISSOLVED LEAD	15	1.5	ND	NS	NA	NA
DETECTED VOCs						
BENZENE	5	0.5	ND	NS	ND	ND
sec-BUTYLBENZENE	-	-	ND	NS	NA	NA
tert-BUTYLBENZENE	-	-	ND	NS	NA	NA
1,4-DICHLOROBENZENE	75	15	ND	NS	NA	NA
1,2-DICHLOROETHANE	5	0.5	ND	NS	NA	NA
ETHYL BENZENE	700	140	ND	NS	ND	ND
ISOPROPYL BENZENE	-	-	ND	NS	NA	NA
p-ISOPROPYL TOLUENE	-	-	ND	NS	NA	NA
MTBE	60	12	ND	NS	ND	ND
NAPHTHALENE	40	8	ND	NS	NA	NA
n-PROPYLBENZENE	-	-	ND	NS	NA	NA
TOLUENE	343	68.6	ND	NS	ND	ND
1,2,4-TRIMETHYLBENZENE			0.5	NS	ND	ND
1,3,5-TRIMETHYLBENZENE			ND	NS	ND	ND
m,p-XYLENE	620	124	ND	NS	ND	ND
α -XYLENE	(combined)		ND	NS	ND	NS

ES = enforcement standard
PAL = preventive action limit
ND = not detected
NA = not analyzed
NS = not sampled

Excavation

■ sample concentrations detected above the enforcement standard
■ sample concentrations detected above the preventive action limit
■ sample concentrations detected above the action limit

TABLE 1
SUMMARY OF LABORATORY ANALYSIS
GROUNDWATER SAMPLES - HISTORICAL

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PARAMETER ($\mu\text{g/L}$)	ES	PAL	1	2	3	4	5	6	7	MW7
SAMPLE DATE	-	-	3/12/97	5/27/97	11/11/97	1/19/98	4/14/98	7/7/98	9/10/98	1/5/99
GASOLINE RANGE ORGANICS	-	-			NA	NA	NA	NA	NA	3/31/99
DIESEL RANGE ORGANICS	-	-			NA	NA	NA	NA	NA	NA
DISSOLVED LEAD	15	1.5			NA	NA	NA	NA	NA	NA
DETECTED VOCs										
BENZENE	5	0.5								
sec-BUTYLBENZENE	-	-			NA	NA	NA	NA	NA	NA
tert-BUTYLBENZENE	-	-			NA	NA	NA	NA	NA	NA
1,4-DICHLOROBENZENE	75	15			NA	NA	NA	NA	NA	NA
1,2-DICHLOROETHANE	5	0.5			ND	ND	ND	ND	ND	
ETHYLBENZENE	700	140			4.5	330	440	210	380	430
ISOPROPYLBENZENE	-	-			NA	NA	NA	NA	NA	NA
p-ISOPROPYLtoluene	-	-			NA	NA	NA	NA	NA	NA
MTBE	60	12			6.4	ND	3.4	ND	ND	ND
NAPHTHALENE	40	8			NA	NA	NA	NA	NA	NA
n-PROPYLBENZENE	-	-			NA	NA	NA	NA	NA	NA
TOLUENE	343	68.6			3.3	250	16	11	52	110
1,2,4-TRIMETHYLBENZENE	-	-			0.54	80	44	3.2	ND	82
1,3,5-TRIMETHYLBENZENE	-	-			3.0	53	32	7.1	7.1	9
m,p-XYLENE	620	124 (combined)			3.0	440	92	12	67	100
o-XYLENE	-	-			18	220	ND	12	12	16

This well was not installed for this event.

This well was not installed for this event.

This well was not installed for this event.

Excavation

ES = enforcement standard
PAL = preventive action limit
ND = not detected

NA = not analyzed
= sample concentrations detected above the enforcement standard
= sample concentrations detected above the preventive action limit

TABLE 1

SUMMARY OF LABORATORY ANALYSIS
GROUNDWATER SAMPLES - HISTORICAL

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PARAMETER (µg/L)	ES	PAL			MW8
SAMPLE DATE	-	-	3/12/97	5/27/97	11/11/97
GASOLINE RANGE ORGANICS	-	-			NA
DIESEL RANGE ORGANICS	-	-			NA
DISSOLVED LEAD	15	1.5			NA
DETECTED VOCs					
BENZENE	5	0.5		ND	ND
sec-BUTYLBENZENE	-	-		NA	NA
tert-BUTYLBENZENE	-	-		NA	NA
1,4-DICHLOROBENZENE	75	15		NA	NA
1,2-DICHLOROETHANE	5	0.5		ND	NA
ETHYLBENZENE	700	140		ND	ND
ISOPROPYLBENZENE	-	-		NA	NA
p-ISOPROPYLTOLEUENE	-	-		NA	NA
MTBE	60	12		ND	ND
NAPHTHALENE	40	8		NA	NA
n-PROPYLBENZENE	-	-		NA	NA
TOLUENE	343	68.6		ND	ND
1,2,4-TRIMETHYLBENZENE	-	-		ND	ND
1,3,5-TRIMETHYLBENZENE	-	-		ND	ND
m,p-XYLENE	620	124	(combined)	ND	ND
o-XYLENE				ND	ND

This well was not installed for this event.

This well was not installed for this event.

This well was not installed for this event.

ES = enforcement standard
PAL = preventive action limit

ND = not detected

NA = not analyzed

NS = not sampled

▲ Excavation

█ = sample concentrations detected above the enforcement standard

TABLE 1
SUMMARY OF LABORATORY ANALYSIS
GROUNDWATER SAMPLES - HISTORICAL

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PARAMETER ($\mu\text{g/L}$)	ES	PAL	SUMP			F111			MD2		
			1/19/98	4/14/98	7/7/98	1/5/99	3/3/99	2/12/98	4/23/98	7/9/98	1/5/99
SAMPLE DATE	-	-	NA	NA	NA	NS	NA	NA	NA	NA	NS
GASOLINE RANGE ORGANICS	-	-	NA	NA	NA	NS	NA	NA	NA	NA	NS
DIESEL RANGE ORGANICS	-	-	NA	NA	NA	NS	NA	NA	NA	NA	NS
DISSOLVED LEAD	15	1.5	NA	NA	NA	NS	NA	NA	NA	NA	NS
DETECTED VOCs											
BENZENE	5	0.5	13 p	16 p	34 p	NS	NS	ND	2.8	2.4	NS
sec-BUTYLBENZENE	-	-	NA	NA	NA	NS	NA	NA	NA	NA	NS
tert-BUTYLBENZENE	-	-	NA	NA	NA	NS	NA	NA	NA	NA	NS
1,4-DICHLOROBENZENE	75	15	NA	NA	NA	NS	NA	NA	NA	NA	NS
1,2-DICHLOROETHANE	5	0.5	3.0 p	2.7 p	ND	NS	ND	ND	ND	ND	NS
1,4-DIMETHYLBENZENE	700	140	8.1	1.3	20	NS	NS	ND	1.9	2.6	NS
ETHYLBENZENE	-	-	NA	NA	NA	NS	NA	NA	NA	NA	NS
ISOPROPYLBENZENE	-	-	NA	NA	NA	NS	NA	NA	NA	NA	NS
p-ISOPROPYL-TOLUENE	-	-	NA	NA	NA	NS	NA	NA	ND	0.52	NS
MTBE	60	12	ND	ND	ND	NS	ND	ND	ND	ND	NS
NAPHTHALENE	40	8	NA	NA	NA	NS	NA	NA	NA	NA	NS
n-PROPYLBENZENE	-	-	NA	NA	NA	NS	NA	NA	NA	NA	NS
TOLUENE	343	68.6	8.9	7	0.62	NS	NS	ND	1.9	ND	NS
1,2,4-TRIMETHYLBENZENE	-	-	13	3.8	2.1	NS	ND	1.5	1.2	NS	NS
1,3,5-TRIMETHYLBENZENE	-	-	5.3	2.1	1.2	NS	ND	4.4	ND	ND	NS
m,p-XYLENE	620	124 (combined)	35	18	5.7	NS	ND	9.8	3.1	NS	NS
o-XYLENE	-	-	9.9	8.2	ND	NS	ND	16	0.55	NS	NS

Excavation

Excavation

ES = enforcement standard

PAL = preventive action limit

ND = not detected

NA = not analyzed

NS = not sampled

Legend:
 = sample concentrations detected above the enforcement standard
 = sample concentrations detected above the preventive action limit
 = sample concentrations detected above the enforcement standard or the remedial efforts. The ES and PAL are shown for comparative purposes only.